

Exhibit B

Third Amendment to Real Property Purchase and Sale Agreement
and Escrow Instructions

THIS THIRD AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Amendment") is made and entered into as of this 18 day of December, 2008, by and between W. R. Grace & Co. - Conn. ("Seller") and ALCO Iron & Metal Co. ("Purchaser").

WITNESSETH:

WHEREAS Seller and Purchaser entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated as of September 17, 2008 (the "Original Agreement") for the purchase and sale of that certain property located at 2140 Davis Street, San Leandro, California; and

WHEREAS Buyer and Seller executed a First Amendment on November 3, 2008 (the "First Amendment") and a Second Amendment on November 14, 2008 (the "Second Amendment"; the Original Agreement, as so modified by the First Amendment and the Second Amendment being hereinafter referred to as the "Agreement"); and

WHEREAS Buyer and Seller have agreed to additional modifications to the terms of the Agreement, on the terms and conditions set forth hereinbelow,

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, Seller and Purchaser do hereby agree as follows:

1. Modified Terms.

A. **Excluded Personal Property.** Exhibit B to the Agreement is hereby deleted in its entirety, and Exhibit B attached hereto and made a part hereof is hereby substituted in its place. Paragraph "1.P" of the Second Amendment is hereby deleted in its entirety.

B. **Purchase Price.** The "Purchase Price", as such term is defined in Section 2.01 (v) of the Agreement, is hereby reduced to the sum of Six Million, Two Hundred Twenty Five Thousand Dollars (\$6,225,000.00).

C. **Environmental Undertakings of Seller.** Section 5.03 of the Original Agreement, as amended by Paragraph "1.L" of the Second Amendment, is hereby modified as follows:

1. In Subparagraph 5.03(a), lines 3 and 4, the phrase "subject to retention of permission to operate in the lease-back area referenced in Section 11.01" are hereby deleted.

2. In Subparagraph 5.03(c)(7), in both the second and fourth sentences, the words and numbers "\$4 million dollars (65% of Purchase Price)" are hereby deleted and the words and numbers "3,112,500.00 (50% of Purchase Price)" are hereby substituted in their place.

3. Subparagraph Section 5.03(c)(12) is hereby deleted in its entirety and the following new subparagraph (12) is substituted in its place:

(12) Residual Contamination: It is understood that residual soil and groundwater contamination may exist on the Land that may affect Purchaser's future use and development of the Real Property. If, and to the extent that, during the future use or development of the Real Property, Purchaser incurs added costs to remove, handle and dispose of soil, groundwater, or concrete (if and only if such concrete is located beneath the Aboveground Storage Tanks outside Building 5) because of the presence of Hazardous Substances, above the California Reference Standards applicable to commercial or industrial property, which are related to Seller's past operations and use of the Real Property, Seller agrees to reimburse Purchaser for any legally required incremental costs of handling and disposal of such contaminated soil, groundwater or concrete, including, but not limited to the costs of lab sampling, added hazardous material training of workers, added transportation and added disposal costs. Any such contaminated soil, groundwater or concrete shall be disposed of under Seller's EPA generator identification number, and Seller shall have the right to control all aspects of handling and disposal of such soil, groundwater and concrete. As used in this subsection, California Reference Standards shall mean a screening level or maximum contaminant level contained in one of the following documents, as said documents may be amended, updated, modified or revised as of the Close:

- (a) California Department of Public Health, California Code of Regulations [CCR], Title 22, Division 4, Chapter 15, Domestic Water Quality and Monitoring,
- (b) Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater, Interim Final – November 2007 (Revised May 2008), California Regional Water Quality Control Board San Francisco, Bay Region, or
- (c) Regional Screening Levels for Chemical Contaminants at Superfund Sites, U.S. EPA, September 12, 2008.

D. Additional Undertakings of Seller. The following new Section 5.04 is hereby added to the Agreement:

5.04 Additional Undertakings of Seller. Within thirty (30) days after the Closing, Seller shall remove the air compressor currently located in the boiler house.

E. Final Deposit/Pre-Closing Deliveries. Notwithstanding the time frame set forth in Section 8.02 of the Agreement, on or before December 22, 2008, (1) Seller shall deliver to the Title Company all of the items listed in Section 8.02(a), other than item (iii), and (2) Purchaser shall deliver to the Title Company the items listed in Section 8.02(b) (ii), (iii), (v), (vi), (vii) and (viii), as well as the sum of Two Million Nine Hundred Twelve Thousand Five Hundred Dollars (\$2,912,500.00) (the "Final Deposit"), which sum shall be paid by federal wire transfer of immediately available funds. At Closing Purchaser shall have the right either to have the Final Deposit applied on account of the Purchase Price in accordance with the provisions of Section 8.03(b), or, at its option, to have all or any part of such sum refunded to it, with the balance of the Purchase Price payable at Closing to be paid out of proceeds of Purchaser's financing. Section 2.01(h) of the Agreement is hereby deleted, and the following is inserted in its place:

(h) "Deposit": Collectively, the Initial Deposit, the Additional Deposit and the Final Deposit.

F. Elimination of Lease Back of Tank Farm Area. Article XI, including Section 11.01, is hereby deleted in its entirety, and the following new Article XI is hereby substituted in its place:

ARTICLE XI
LICENSE

11.01 License. Purchaser and Seller agree to enter into a three-month License Agreement in the form attached hereto as Exhibit A (the "License").

All references in the Agreement to the lease of the Tank Farm Area or the Lease Back Area shall be deemed to be references to the License.

G. Assignment of Agreement by Purchaser. Pursuant to, and in accordance with Section 12.08 of the Agreement, Seller hereby consents to the assignment by Purchaser of the Agreement to KKN Properties, LLC (the "Permitted Assignee"). On or before the December 22, 2008, Purchaser shall deliver to Seller a copy of the written assumption by the Permitted Assignee of Purchaser's obligations, in the form required by said Section 12.08.

2. Ratification of Agreement. Seller and Purchaser hereby ratify and confirm all of the terms and conditions of the Agreement, as amended hereby. Except as modified, amended or supplemented by this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect.

3. Counterparts. This Amendment may be executed in two counterparts, each of which shall constitute an original, and both of which, when taken together, shall constitute but one and the same instrument.

4. Facsimiles. Each party shall be authorized to accept, and may rely upon, a facsimile transmission of this Amendment executed by the other party and such document shall be binding upon the executing party.

IN WITNESS WHEREOF, Seller and Purchaser have entered into this Amendment as of the day and year first above written.

SELLER:

W. R. GRACE & CO. - CONN.,
a Connecticut corporation.

(VST)

By: [Signature]

Its: Vice President

Date: 12/18/08

PURCHASER:

ALCO IRON & METAL CO.,
a California corporation

By: [Signature]

Its: PRESIDENT

Date: 12-18-08